

NO SUMMONS ISSUED

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

**FILED
CLERK**

2011 APR 15 PM 12:53

SHIRLEY WRUBEL, AS TRUSTEE OF THE
SARA HOLLANDER IRREVOCABLE LIFE
INSURANCE TRUST

Plaintiff,

v.

JOHN HANCOCK LIFE INSURANCE
COMPANY

Defendant.

CIVIL ACTION NO. **U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK**

CV 11 - 1873

IRIZARRY, J.

NOTICE OF REMOVAL OF ACTION

Pursuant to 28 U.S.C. §§1332, 1441 and 1446, defendant John Hancock Life Insurance Company (U.S.A.), incorrectly identified as John Hancock Life Insurance Company ("Defendant" or "John Hancock"), hereby removes to the United States District Court for the Eastern District of New York the above-styled action, currently pending as Docket No. 30233/10 in the Supreme Court of the State of New York, Kings County (the "State Court Action"), on the grounds that complete diversity of citizenship exists between Plaintiff, a citizen of the State of New York, and Defendant, a citizen of Michigan and Massachusetts; the matter in controversy exceeds \$75,000, exclusive of interest and costs as provided in 28 U.S.C. §1332(a); and this Court has original jurisdiction of this action in accordance with U.S.C. §1441(a), and the action is removable to this Court:

1. Defendant is a Michigan corporation with its principal place of business located at 200 Clarendon Street, Boston, Massachusetts 02117.

2. Plaintiff Shirley Wrubel, as Trustee of the Sara Hollander Irrevocable Life Insurance Trust ("Plaintiff" or "Wrubel"), is a citizen of Brooklyn, New York.

3. The Sara Hollander Irrevocable Life Insurance Trust is a trust created under the laws of the State of New York.

4. Plaintiff filed the State Court Action on or about December 10, 2010 (the "Complaint"), in the Supreme Court of the State of New York, Kings County.

5. On or March 23, 2011, Plaintiff served Defendant through the Insurance Department of the State of New York. Copies of the Summons and Complaint are attached hereto as Exhibit A, and constitute the only "process, pleadings and orders" in the State Court Action of which Defendant is aware. *See* 28 U.S.C. §1446(a).

6. The Complaint alleges that Defendant, *inter alia*, has failed to pay a \$10,000,000 death benefit pursuant to the alleged life insurance policy issued by John Hancock. The Complaint seeks relief exceeding \$10,000,000.00.

7. This Court has original diversity jurisdiction over this action pursuant to 28 U.S.C. §1332, which provides, in relevant part, that:

[t]he district court shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between –

(1) citizens of different States.

28 U.S.C. § 1332(a)(1).

8. Citizenship of Plaintiff is diverse from Defendant, in that Plaintiff is a citizen of New York and Defendant is a citizen of Michigan and Massachusetts.

9. The amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

10. Defendant's removal of the State Court Action is timely. A defendant seeking removal of an action initiated in a state court must file a notice of removal with the district court within thirty (30) days of service of the complaint upon the defendant. *See* 28 U.S.C. §1446(b); *see also* *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 352-53, 119 S. Ct. 1322, 143 L. Ed. 2d 448 (1999). As noted in paragraph 4 above, Plaintiff served Defendant on March 23, 2011, and this Notice of Removal is being filed within thirty days from that date, making removal timely. *See* 28 U.S.C. §1446(b).

11. A copy of this Notice of Removal is being filed with the Clerk of the New York State Supreme Court, Kings County and is being served on counsel of record for Plaintiff. *See* 28 U.S.C. §§1446(a) and (d). The New York State Supreme Court, Kings County is located within this District.

Dated: New York, New York
April 15, 2011

KELLEY DRYE & WARREN LLP

By: 

Neil Merkl
Sean R. Flanagan
101 Park Avenue
New York, New York 10178
(212) 808-7800
Attorneys for Defendant
John Hancock Life Insurance
Company



**INSURANCE DEPARTMENT
STATE OF NEW YORK
One Commerce Plaza
Albany, NY 12257**

**STATE OF NEW YORK
Supreme Court, County of KINGS**

Shirley Wrubel, as Trustee of the Sara Hollander Irrevocable Life Insurance Trust

Plaintiff(s)

30233/10

against

Defendant(s)

John Hancock Life Insurance Company

RE John Hancock Life Insurance Company formerly known as John Hancock Mutual Life Insurance Company
Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department
Summons and Complaint in the above entitled action on March 23, 2011 at New York, New York. The \$
40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

Schindel, Farman, Lipsius,
Gardner & Rabinovich LLP
14 Penn Plaza, Ste 500
New York, New York 10122

Persuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of
service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Corporation Service Company
John Hancock Life Insurance Company
80 State Street
Albany, New York 12207

Clark J. Williams

**Clark J. Williams
Special Deputy Superintendent**

Dated Albany, New York, March 29, 2011
488295

Copy

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

SHIRLEY WRUBEL, AS TRUSTEE OF THE
SARA HOLLANDER IRREVOCABLE LIFE
INSURANCE TRUST,

Plaintiff,

vs.

JOHN HANCOCK LIFE INSURANCE CO.,

Defendant.

Date Filed:

Index No.

30233/10

Plaintiff designates Kings
County as the place of trial

The Basis of Venue is Plaintiff's Place
of Residence

SUMMONS

Plaintiff resides in Brooklyn, NY

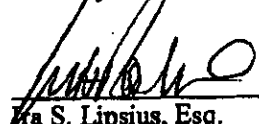
TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the date of service (or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
December 10, 2010

SCHINDEL, FARMAN, LIPSUS,
GARDNER & RABINOVICH LLP
Attorneys for Plaintiff

By:


Ira S. Lipsius, Esq.
Lorienton Palmer, Esq.
14 Penn Plaza, Suite 500
New York, New York 10122
(212) 563-1710

Defendant's address:

John Hancock Life Insurance Company of New York
1 John Hancock Way, Suite 1350
Boston, MA 02217-1350

KINGS COUNTY CLERK
RECEIVED
2010 DEC 10 PM 4:13

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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SHIRLEY WRUBEL, AS TRUSTEE OF THE SARA
HOLLANDER IRREVOCABLE LIFE INSURANCE
TRUST,

Index No.:

Plaintiff,

-against-

COMPLAINT

JOHN HANCOCK LIFE INSURANCE CO.,

Defendant.
-----X

Shirley Wrubel as the Trustee of the Sara Hollander Irrevocable Life Insurance Trust (the "Trust"), by his attorneys, Schindel, Farman, Lipsius, Gardner & Rabinovich LLP, alleges as follows:

ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION

1. Plaintiff, the Trust, is a trust created under the laws of the State of New York wherein Shirley Wrubel was the Trustee.
2. Shirley Wrubel is Sara Hollander's daughter and a resident of Brooklyn, New York.
3. Defendant, John Hancock Life Insurance Company ("John Hancock"), at all times relevant was and is a life insurance company authorized to conduct business in the State of New York.
4. On or about April 16, 2008, John Hancock issued insurance policy number 93 745 073 (the "073 policy") to the Trust.

5. On May 15, 2008, John Hancock issued insurance policy number 94 051 075 (the "075 policy") to the Trust.

6. Each policy insured the life of Sara Hollander of Brooklyn, New York for \$5 million.

7. Sara Hollander passed away of natural causes on December 13, 2009.

8. John Hancock received all premiums due as of the date of death of Sara Hollander.

9. At the time of Sara Hollander's death, both policies were in full force and effect.

10. On October 26, 2010, the Trust duly filed a notice of claim with John Hancock for the policy benefits.

11. Even though the policies were in full force and effect, John Hancock did not pay the claim.

12. To date, John Hancock has failed to pay the Trust's claim.

13. John Hancock is under contractual obligation to pay the Trust \$10 million, plus interest, from the date of Sara Hollander's death.

14. John Hancock breached its contractual duty to the Trust.

15. The Trust is due \$10 million plus interest from John Hancock.

WHEREFORE, Shirley Wrubel, as the trustee of the Sara Hollander Irrevocable Life Insurance Trust, respectfully requests that the Court enter judgment against defendant in the

amount of \$10,000,000 plus interest at the rate of 9% annually plus costs; and attorneys fees and such other relief as this Court may deem just and proper.

Dated: New York, New York
December 10, 2010

SCHINDEL, FARMAN, LIPSIOUS,
GARDNER & RABINOVICH LLP
Attorneys for Plaintiff

By: 

Ira S. Lipsius, Esq.
Lorienton Palmer, Esq.
14 Penn Plaza, Suite 500
New York, New York 10122
(212) 563-1710

STATE OF NEW YORK, COUNTY OF

I, the undersigned, an attorney admitted to practice in the court of the State of New York,

☐ do hereby certify that the within
has been prepared by me or by

☐ I hereby state that I am
the attorney for the party

and that I have read the foregoing
and the same is true to my own knowledge, belief and to the best
of my belief. The reason this verification is made by me is that I

The grounds of my belief as to all matters herein stated are as follows:

I affirm that the foregoing is true and correct.

Dated:

STATE OF NEW YORK, COUNTY OF

☐ I do hereby certify that the within
is to be used

☐ I do hereby certify that
this

as to the
of the

The grounds of my belief

Sworn to before me on

STATE OF NEW YORK

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On

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by deposition

Sworn to before me on

Index No. 0233/10

Year 20

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

SHIRLEY WRUBEL AS TRUSTEE OF THE SARA HOLLANDER IRREVOCABLE
LIFE INSURANCE TRUST,

Plaintiff,

-against-

JOHN HANCOCK LIFE INSURANCE CO.

Defendant.

SUMMONS AND COMPLAINT

SCHINDEL, FARMAN, LIPSIOUS, GARDNER & RABINOVICH LLP

Attorneys for Plaintiff

Office and Post Office Address, Telephone

14 PENN PLAZA, SUITE 500

NEW YORK, NEW YORK 10122

(212) 563-1710

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Sir: — Please take notice

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

20

☐ NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on

20

at

M.

of which the within is a true copy will be presented for
one of the judges

Dated,

Yours, etc.

SCHINDEL, FARMAN, LIPSIOUS,
GARDNER & RABINOVICH LLP

Attorneys for

To

Office and Post Office Address, Telephone

14 PENN PLAZA, SUITE 500

NEW YORK, NEW YORK 10122

Attorney(s) for